

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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San Francisco



HOLIDAY PROVISIONS

FOR

TREE TRIMMER (LINE CLEARANCE)

IN

**INYO, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO,
SANTA BARBARA, AND VENTURA COUNTIES**

61-47-3

AGREEMENT
BETWEEN
ASPLUNDH TREE EXPERT CO.
AND LOCAL UNION 47
OF THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO

Effective January 1, 2007 through January 2, 2010

RECEIVED
Department of Industrial Relations

FEB 02 2007

Div. of Labor Statistics & Research
Chief's Office

3:7 The Employer agrees to deduct the applicable initiation fee and union dues from each employee's wages, who has signed an authorization for such deductions and forward to the Local Union with notification of those employees for whom deductions have been made. The Union agrees to save the Employer harmless from any action growing out of these deductions and commenced by any employee against the Employer and assumes full responsibility for the disposition of the funds once they have been received by the Local Union.

3:8 The Business Manager of the Union and/or his representatives shall have access to the Employer's properties during regular working hours for the purpose of transacting Union business. The Union shall furnish the Employer with a list of such representatives who shall be furnished with proper identification. This privilege shall not be abused by the Union, nor shall the Union interfere with normal work of the Employer.

3:9 The Union may appoint a Steward for each General Foreman area or Company District whose duties it shall be to interpret this Agreement and see that it is adhered to. The Steward shall carry out such duties without interfering with the proper responsibilities and duties of any employee or of the steward, and without interference with any operations of the Company. The Steward shall obtain permission from the General Foreman before leaving work to engage in union activities. The Union shall notify the Employer, in writing, as to the name of the Steward(s).

3:10 The Employer shall furnish the Union with a seniority list including wage rates and division location of all employees covered by this Agreement and shall keep the Union advised of all deletions upon a request of the Union.

3:11 Work which has been historically performed by bargaining unit employees will not be sub-contracted by the Employer, if such sub-contracting results in the layoff of employees covered by this Agreement, excluding M.B.E/W.B.E/O.B.E. goals and provisions of Southern California Edison's contract with the Employer.

ARTICLE IV **Hours – Wage Payment – Holidays** **Working Conditions**

4:1 Eight (8) hours shall constitute the normal workday between 7:00 A.M. and 5:00 P.M., Monday through Friday. Thirty (30) minutes between the hours of 11:30 A.M. and 12:30 P.M. shall constitute lunch period. The regular hours of work may be changed by the Employer with notification to the Union. Such a change in regular hours of work shall not be deemed to require the payment of overtime.

4:2 All work performed in excess of forty (40) hours in any one week, or outside the regular schedule of working hours during the workweek shall be paid for at the rate of time and one-half ($1\frac{1}{2}$), except that time lost due to inclement weather or other excused absences may be made up on Saturday, not to exceed eight (8) hours at the straight time rate of pay. On approved make up days if an employee makes a commitment to work, and does not show, the employee's attendance record will reflect an unexcused absence from work. Overtime shall be computed to the nearest quarter hour. All work performed in excess of twelve (12) continuous hours per day will be paid for at the rate of double time. There shall be no pyramiding. All employees working on the last

scheduled working day before a celebrated holiday and the first regularly scheduled working day after such holiday shall receive eight (8) hour pay at the straight time rate. When any one of the listed holidays falls on Saturday, it shall be celebrated on the preceding Friday, and when the holiday falls on Sunday, it shall be celebrated on the following Monday. Holidays under the Agreement shall be: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day, or days celebrated as such.

4:3 (a) Employees who are required to report for emergency work on non-workdays, or outside of their regular hours of work on a scheduled workday or on holidays, shall be paid overtime compensation for the actual time worked and for the travel time in connection therewith, but such travel time shall not exceed one-half (1/2) hour.

(b) When at the request of the supervisor in charge, an Employee report for pre-arranged work on workdays outside of their regular work hours, on non-workdays or on holidays, the employee shall be paid overtime compensation for actual work time only. Prearranged work is deemed to be work for which advance notice has been given prior to the end of the employee's normal work hours on the preceding day. This provision does not apply to make up time.

4:4 Employees who report for work as provided in Section 4:3 (a) shall be paid a minimum of two (2) hours pay, including travel time, at the overtime rate. Employees who report for work provided under 4:3 (b) shall be paid a minimum of two (2) hours pay, at overtime rates even if work is cancelled for any reason. However, the Employer will not be required to pay overtime rate if the two (2) hour minimum goes into employees regular work hours on regular workdays.

4:5 If the Employer requires an employee to perform work for more than two (2) hours beyond their regular work hours and each succeeding five (5) hours thereafter the employee shall be granted a meal allowance of ten dollars (\$10.00). The meal allowances do not apply when overtime is prearranged for ten (10) hours or less.

4:6 Employees who report for work on a workday or for prearranged work on a workday and are unable to work in the field because of inclement weather or other similar causes, shall be paid for actual time worked, if any, but not less than one (1) hour at straight-time rates.

4:7 The Employer agrees that in the event of a death in the immediate family of an employee with one (1) year of service with the Employer, such employees may be given up to three (3) days off without loss of pay for making funeral arrangements and/or attending the funeral. Immediate family being the employee and their spouse's father, mother, brothers, sisters, sons and daughters. Employees with less than one (1) year of service will be excused from work for up to three (3) days, one (1) day without loss of pay, to attend the funeral of an immediate family member.

4:8 Employees shall be compensated by Friday via direct deposit to their account for the time worked the previous week. If an employee hired prior to July 1, 2004 chooses not to participate in direct deposit, a check will be mailed via the U.S. postal service to a designated address.

4:9 All employees must be employed a minimum of six (6) months prior to a holiday before becoming eligible to receive a paid holiday.